

# Scouts NSW



## Minor Works Contract

# Minor Works Contract

## Purpose

The purpose of this Agreement is to set out the legal Agreement between the Contractor and the Client and to regulate the matters in connection with the Project as described in **Annexure A**.

This Contract includes the following Annexures, and these form part of this Contract between the parties:

1. **Annexure A** – Contract Details.
2. **Annexure B** – Contractors Quote for the Works & Contractors Certificates of Currency for Insurance(s).
3. **Annexure C** – Any relevant plans, designs and specifications for the Project.
4. **Annexure D** – Execution Clauses.
5. **Annexure(s)** – include here any further annexures that are so required and attached to this Contract, named:
  - Annexure - \_\_\_\_\_

This Contract governs the terms of any Minor Works Contract, that *The Scout Association of Australia New South Wales Branch* [from herein known as “**Scouts NSW**”], enters into with a project cost of between Thirty Thousand Australian Dollars and Eighty Thousand Australian Dollars, [AU \$30,000 – AU \$79,999] including GST.

## Guide on how to complete this contract

1. The parties must add in the information required for the Project by completing Annexures A, B & C.
2. The parties must sign Annexure D.
3. If there is insufficient space to complete any of the above pertinent parts of the Contract, please write in that section see *Annexure “E”, “F”, etc.*, as required and attach any such annexure to the Contract and complete the front page relating to the Annexures.

# 1 Relationship of Parties

- 1.1 Nothing in this Agreement shall create a partnership, agency or other relationship between the parties.

# 2 Contractor's Warranties

- 2.1 The Contractor warrants that they:
- will maintain one or more policies of insurance covering all business risks required for the work being performed and potential liabilities as stipulated in this Contract;
  - will implement a safe system of work while carrying out any work on the Project;
  - will carry out all work in a tradesman like manner and to the satisfaction of the Scouts NSW Project Manager.

# 3 Client Warranties

- 3.1 The Client warrants that they will arrange with its employees and contractors to facilitate the work and give access to the Contractor to carry out the works as required by the Project.

# 4 The Project

- 4.1 The details of the work to be carried out are set out in *Annexure 1* of this Agreement. All work must be compliant with the **Specifications** and **Work Standard**, as required by this Agreement.

# 5 Confidentiality

- 5.1 "Damage" includes economic loss, loss of reputation, damage to reputation, work or professional standing. The Contractor undertakes for the benefit of the Client that they will not:
- a) divulge to any person whatever or make use of any Confidential Information relating to the Client, which they learn as a result of this Contract;
  - b) post any text, image, audio-visual material on any social network or public place which could be hurtful, embarrassing or damaging to the Client.
- 5.2 The parties undertake to make all employees, agents and Sub-Contractors aware of the Confidential Information and take all reasonable steps required to ensure compliance by their servants, agents and Sub-Contractors.
- 5.3 No matter how this Contract ends, this paragraph shall continue to operate. This clause will not merge on completion.

## 6 Use of Sub-Contractor

- 6.1 The Contractor may perform its Contractual obligations through agents or Sub-Contractors, provided the Contractor:
- a) obtains the written consent of the Client as to the name, identity and qualifications of the Sub-Contractor and gives the Client the insurances required by this Contract; and
  - b) pays the Sub-Contractor for any work performed and continues to be liable for the performance of this Contract; and
  - c) indemnifies the Client fully against any loss or damage suffered by the Client arising from any act, omission or negligence of any agent or Sub-Contractor; and
  - d) the Contractor will continue to be responsible for the Project and supervise the Sub-Contractor.

## 7 Liability, Default & Breach

- 7.1 The Contractor's liability includes any acts or omissions of his employees, representation, statement or tortious acts or omission, resulting in a breach of this Contract. Any such act or omission on the part of the Contractor shall be a "Default". The Client agrees to give the Contractor 30 days in which to remedy any Default.
- 7.2 If the Contractor fails to remedy a Default, the Contractor will indemnify the Client for any loss incurred due to the breach of Contract, including any legal and other enforcement costs. This clause binds the company, its directors, agents, permitted successors and assigns, against all claims, losses, damages and liabilities. This clause will survive the completion of the work and termination of the Contract. This clause will not merge on completion.

## 8 Defects Liability

- 8.1 If the Client discovers a "Defect" within 12 months after the completion date of the Project, the Contractor must return to rectify any such defect within 30 days of receiving a Notice of the Defect from the Client.
- 8.2 If the Contractor fails to remedy a Defect, the Contractor will indemnify the Client for any loss incurred, including any rectification costs, legal and enforcement costs.

## 9 Duration and Termination

- 9.1 This Agreement shall continue until terminated by either party giving 14 days written notice of termination to the other; or
- a) immediately, by either party, if the other commits any material breach of any term of this Agreement and which is a breach capable of being remedied, however, is not remedied within 14 days of a written request to remedy it; or

- b) immediately, if either party is declared bankrupt, insolvent, is in liquidation, is being wound up, the company is being dissolved, or a receiver or liquidator has been appointed for any part of their assets or business.

9.2 If the Contract is terminated, the Client will pay the Contractor for all work done until the notice of termination is served, calculated to the nearest one hour or stage.

## 10 Assignment of this Contract

10.1 Neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of his rights and obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding on any successors in title.

## 11 Miscellaneous Matters

- 11.1 Any amendment or variation to this Agreement must be in writing, signed by each party or their authorised representative.
- 11.2 So far as any time, date or period is mentioned in this Agreement, or in terms of the description of the Project, time shall be of the essence.
- 11.3 If any term this Agreement is deemed by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, to the extent minimally necessary to prevent it from being void, and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 11.4 Any obligation in this Agreement is intended to continue to have effect after termination or completion of the Contract.
- 11.5 Any communication to be served on either party will be sent by express post or recorded delivery or by email. Any notice served by email must also be served by express post unless the other party acknowledges receipt of the email.
- 11.6 It shall be deemed to have been delivered if sent by express post or express registered post to the correct postal address within 72 hours of posting.
- 11.7 In the event of a dispute, the parties undertake to try and settle the dispute by engaging in mediation before commencing arbitration or litigation.
- 11.8 The validity, construction and performance of this Agreement shall be governed by the laws of the State of NSW, and the parties agree that any dispute arising from it shall be litigated in New South Wales.

## Definitions that Apply to this Contract

In this Agreement, the following words shall have the following meanings:

- **Project** - means any piece of work to be done by the Contractor for the Client. The Project is fully described in *Annexure A – Contract Details*.
- **Confidential Information** - means all personal and business information about the parties to this Agreement and any information relating to the Project. It includes, among other things, any methods of doing business.
- **Specifications** - means any specification of the work for this Project, including but not limited to any relevant Australian Standards, any engineering or architectural drawings, any design specifications from the producer of any product used for the Project, any Australian Building Code and Standards and any necessary Local Council or Authority requirements.
- **Work Standard** - means all work must be completed to a standard that complies with the relevant Australian Standards, any engineering or architectural drawings, any design specifications from the producer of any product used for the Project, any Australian Building Code and Standards and any necessary Local Council or Authority requirements.

Furthermore, the Contractor engaged to perform this work must hold the proper qualification (if so required by law) or trade license (if so required by law) for the work being completed. In the event of a conflict between the Standards and Specifications, then the matter should be referred to the appropriate specialist contracted to this Project in the area of specialty to which the issue arises.

If no such suitably qualified expert or professional has been engaged, then the matter must be referred to the Client so that the appropriate expert or professional can be engaged by the Client, if so required.

- **Insurances** – means that the Contractor engaged to carry out this work must at all times hold the proper qualification (if so required by law) or trade license (if so required by law) for the work being completed and must hold insurances relevant to the work being performed that include but are not limited to:
  - Public Liability Insurance in the amount of \$20,000,000;
  - Professional Indemnity Insurance (sufficient to cover the cost of the works or Project);
  - Contractor All Risk Insurance and Workers Compensation Insurance, whichever of these are relevant.

# CONTRACT DETAILS

DATE OF THIS AGREEMENT \_\_\_\_\_

**PARTIES TO THIS AGREEMENT ARE**

**“Contractor”**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Contractor’s name] & [address of the Contractor] OR [Name of Contractor Company] & [ABN or ACN]*

**AND**

**“Client”**

**The Scout Association of Australia New South Wales Branch** from herein known as **“Scouts NSW”**, [the Client], ABN 42 460 434 054

\_\_\_\_\_

**NAME OF THE CONTRACTOR’S LICENSE HOLDER**

\_\_\_\_\_

**CONTRACTOR LICENSE NUMBER**

\_\_\_\_\_

**SCOUTS NSW PROJECT MANAGER & CONTACT DETAILS**

\_\_\_\_\_

**SCOUTS NSW CLIENT REPRESENTATIVE & CONTACT DETAILS** *(if so appointed for this Project)*

\_\_\_\_\_

**ADDRESS FOR SERVICE OF ANY NOTICES**

**Client**

The Scout Association of Australia New South Wales Branch [*Scouts NSW*]

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*[Insert Address for Service, if different to the Contract address]*

**Contractor**

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*[Contractors Address for Service, if different to the Contract address]*

**The Contract is a:**

1. Construction Only Contract:      Yes \_\_\_\_ No \_\_\_\_
2. Design and Construct Contract:      Yes \_\_\_\_ No \_\_\_\_

**The party responsible for the design is:**

Client:    Yes \_\_\_\_ No \_\_\_\_                      Contractor:    Yes \_\_\_\_ No \_\_\_\_

Other: \_\_\_\_\_

**The party responsible for getting approval from the Authority/Council/Government, if so required, is:**

Client:    Yes \_\_\_\_ No \_\_\_\_                      Contractor:    Yes \_\_\_\_ No \_\_\_\_

Other: \_\_\_\_\_



**LOCATION & DESCRIPTION OF WORK TO BE PERFORMED**

**EXPECTED OUTCOMES OF WORK PERFORMED AND TIME FRAMES**

## GOVERNMENT PROCUREMENT - Guidelines and requirements

*[If so applicable, then please refer to the following Government website:*

[https://reservemanager.crownland.nsw.gov.au/\\_data/assets/pdf\\_file/0007/1313962/CRIF-2021-22-Procurement-guidelines.pdf](https://reservemanager.crownland.nsw.gov.au/_data/assets/pdf_file/0007/1313962/CRIF-2021-22-Procurement-guidelines.pdf)

**NOTE:** *Whilst the link above is from the most recent CRIF program, the links and references direct the CLM to existing Crown Land Manager links that are current and ongoing.*

*When entering into this Contract, each division must ensure that they comply with any Government or funding requirements, as outlined by the Authority who is the source of the funds.]*

### CONTRACT INSURANCES *[If so required for this Project]*

Public Liability Insurance - \$20,000,000:      Yes \_\_\_\_ No \_\_\_\_

Professional Indemnity Insurance (to cover the cost of the works/Project):      Yes \_\_\_\_ No \_\_\_\_

Contractor All Risk Insurance (to cover the cost of the works/Project):      Yes \_\_\_\_ No \_\_\_\_

Workers Compensation Insurance:      Yes \_\_\_\_ No \_\_\_\_

Specify any other insurances for the Project, as so required:

**PAYMENT METHOD**

Lump Sum Agreed Payment of AUS \$\_\_\_\_\_ including GST.

**OR**

Hourly Rate of Work: AUS \$\_\_\_\_\_ including GST;

Estimated Hours of work: \_\_\_\_\_ Hours.

**PAYMENT SCHEDULE**

Invoice for work performed is to be paid at the completion of the work. The Client will have 28 days to pay the Invoice.

**OR**

Invoice for work performed is to be paid in progress payments at the following stages:

a) Stage 1 – Amount or % of Project cost to be paid \$\_\_\_\_\_ OR \_\_\_\_\_%

Date of Anticipated Payment: [\_\_\_\_\_]

b) Stage 2 – Amount or % of Project cost to be paid \$\_\_\_\_\_ OR \_\_\_\_\_%

Date of Anticipated Payment: [\_\_\_\_\_]

c) Stage 3 – Amount or % of Project cost to be paid \$\_\_\_\_\_ OR \_\_\_\_\_%

Date of Anticipated Payment: [\_\_\_\_\_]

d) Stage 4 – Amount or % of Project cost to be paid \$\_\_\_\_\_ OR \_\_\_\_\_%

Date of Anticipated Payment: [\_\_\_\_\_]

The Client will have 28 days to pay any Invoices once received, with all necessary documentation, proof of goods/services from the Contractor.

QUOTE FOR THE WORKS,  
  
CERTIFICATE OF CURRENCY  
  
&  
  
INSURANCE(S)

PLANS,  
  
DESIGNS  
  
&  
  
SPECIFICATIONS

## EXECUTION CLAUSES

### Client Execution

**Signed and delivered by**

*The Scout Association of Australia New South Wales Branch, ABN 42 460 434 054 in accordance with section 127 of the Corporations Act 2001.*

\_\_\_\_\_  
*Signature – Director*

\_\_\_\_\_  
*Name of Director*

**Signed and delivered by**

*The Scout Association of Australia New South Wales Branch, ABN 42 460 434 054 in accordance with section 127 of the Corporations Act 2001.*

\_\_\_\_\_  
*Signature – Director*

\_\_\_\_\_  
*Name of Director*

**Signed and delivered by**

*The Scout Association of Australia New South Wales Branch, ABN 42 460 434 054 in accordance with section 127 of the Corporations Act 2001.*

\_\_\_\_\_  
*Signature – Director*

\_\_\_\_\_  
*Name of Director*

\_\_\_\_\_  
AFFIX COMPANY SEAL HERE

### Contractor Execution – Company

**Signed and delivered by**

\_\_\_\_\_  
*Company Name*

ABN \_\_\_\_\_  
in accordance with section 127 of the Corporations Act 2001.

\_\_\_\_\_  
*Signature – Director*

\_\_\_\_\_  
*Name of Director*

**Signed and delivered by**

\_\_\_\_\_  
*Company Name*

ABN \_\_\_\_\_  
in accordance with section 127 of the Corporations Act 2001.

\_\_\_\_\_  
*Signature – Director*

\_\_\_\_\_  
*Name of Director*

# Contractor Execution

**Signed and delivered by**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Witness Name*

**Signed and delivered by**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Witness Name*

**Signed and delivered by**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Witness Name*

**Signed and delivered by**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Witness Name*